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 Justin L. Allamano, State Bar No. 229764
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 San Francisco, California 94105-1582
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 Email: gmurphy@luce.com

Attorneys for Narda Gillespie, Donald Woolard,
 Michael Zurcher, Dennis Quinn, Michael Hughes,
 Gregory Mar and Tom Feledy

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

FREDERICK SCHIFF,

Plaintiff,

vs.

CITY AND COUNTY OF SAN
 FRANCISCO et al.,

Defendants.

Case No. C 03-04345 MMC

STIPULATION AND ~~{PROPOSED}~~
 ORDER

NARDA GILLESPIE, et al,

Plaintiff,

vs.

CITY AND COUNTY OF SAN
 FRANCISCO et al.,

Defendants.

Case No. C 04-2261 MMC

[*Related Case*]

MARK OSUNA,

Plaintiff,

vs.

CITY AND COUNTY OF SAN
 FRANCISCO et al.,

Defendants.

Case No. C 04-2262 MMC

[*Related Case*]

IT IS HEREBY STIPULATED by and between the parties to these actions, through their
 designated counsel, and by and between the Lienholders referenced in paragraph three below:

1 1. The parties to the above-referenced actions have executed a Settlement Agreement
2 and Release in which the City and County of San Francisco (**"The City"**) has agreed to pay
3 \$1,585,258.00 (**"Settlement Amount"**) in accordance with the terms of the Settlement
4 Agreement.

5 2. Plaintiffs Narda Gillespie, Donald Woolard, Michael Zurcher, Dennis Quinn,
6 Michael Hughes, Greg Mar and Tom Feledy (hereinafter **"Feledy Group Plaintiffs"**) and their
7 counsel Gerald M. Murphy; Plaintiff Mark Sullivan (**"Sullivan"**) and his counsel Gene Atherton,
8 Esq.; Plaintiffs Mark Osuna, Kurt Bruneman, Frederick Schiff and Donna Meixner-Leonard
9 (**"Schiff Group Plaintiffs"**) and their attorney Patrick Manshardt; and the lien holders RDLF
10 Financial Services LLC, RD Legal Funding Partners LP, One Bunker Hill Law LLC (the **"Lien**
11 **Holders"**) jointly request **that the court order the City to deposit the settlement funds into the**
12 **escrow account at Fidelity National Title Company Escrow No. 08-652685-RL, in accordance**
13 **with the terms of this Stipulation and Order and the Escrow Agreement attached hereto as**
14 **Exhibit 1 ("Escrow Agreement").**

15 3. Manshardt has encumbered the Settlement Amount with liens/assignments held by
16 lien holders RDLF Financial Services LLC, RD Legal Funding Partners LP, and One Bunker Hill
17 Law LLC (**"Lien Holders"**) in the following amounts:

- 18 (a) RDLF Financial Services, LLC: \$317,477.03
- 19 (b) RD Legal Funding Partners, LP: \$34,038.13
- 20 (c) One Bunker Hill Law, LLC: \$69,147.21

21 4. Manshardt confirms that the three Lien Holders listed above are the only creditors
22 to which Manshardt has encumbered the Settlement Amount.

23 5. The Lien Holders agree that the above outstanding balances on their
24 liens/assignments are correct.

25 6. Upon the Court's execution of this Stipulation and Order, Manshardt shall
26 immediately endorse the settlement check now in the possession of the City, held by City Attorney
27 Michael J. Leon Guerrero. Manshardt will relinquish the endorsed check to the City. The City
28 shall then deliver the endorsed settlement check to the escrow agent at Fidelity National Title

1 Company upon Manshardt's endorsement of said check.

2 7. Upon the Court's execution of this Stipulation and Order, the Escrow Agreement
3 shall immediately be executed by the Plaintiffs or their authorized representatives and by the
4 Lienholders. Gerald Murphy, counsel for the Feledy Group Plaintiffs, shall deliver the fully-
5 executed Escrow Agreement to the escrow agent according to its terms.

6 8. Upon the Court's execution of this Stipulation and Order, and upon deposit of this
7 fully-executed Stipulation and Order, the endorsed settlement check, and the fully executed
8 Escrow Agreement into the escrow account: (a) Manshardt shall immediately release to the Lien
9 Holders from the escrow funds the amounts indicated in paragraph three above out of his portion
10 of the Settlement Amount, defined below; and (b) Lien Holders waive any and all claims or
11 potential claims against The City, and agree to hold The City harmless for any damage or claim
12 relating to its actions, including but not limited to its action in delivering the fully-executed
13 settlement check to the escrow agent at Fidelity National Title Company.

14 9. In accordance with the Escrow Agreement, the escrow agent shall distribute the
15 sum of \$700,000.00 to the Feledy Group Plaintiffs, by way of a check payable to the trust account
16 of Luce Forward Hamilton Scripps LLP.

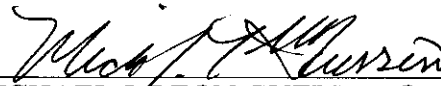
17 10. In accordance with the Escrow Agreement, the escrow agent shall distribute the
18 sum of \$85,258.00 to Sullivan, by way of a check payable to Pursley Law Firm, Trust Account,
19 1760 Creekside Drive #190, Sacramento, California 95833.

20 11. Escrow Funds remaining from the Settlement Amount, after the Feledy Group
21 Plaintiffs, Sullivan, and the Lien Holders have been paid as described above, and after the escrow
22 fees have been paid, shall be paid to Manshardt, first in trust for the Schiff Group Plaintiffs and
23 then for his own fees.

24 12. All Plaintiffs (Feledy Group Plaintiffs, Sullivan, Schiff Group Plaintiffs), their
25 counsel, and Lienholders waive any and all claims or potential claims against The City, agree to
26 hold The City harmless for any damage or claim relating to its actions, including but not limited to
27 its action in delivering the fully-executed settlement check to the escrow agent at Fidelity National
28 Title Company, and agree not to sue or initiate any action or proceeding against the City.

1 DATED: April 30, 2008

2
3 By:


MICHAEL J. LEON GUERRERO, ESQ,
Attorney for City and County of San Francisco

4
5
6
7 DATED: April , 2008

8
9 By:

10 GENE ATHERTON, ESQ.
11 Attorney for Plaintiff Sullivan

12
13 DATED: April , 2008

14
15 By:

16 GERALD M. MURPHY, ESQ.
17 LUCE, FORWARD, HAMILTON & SCRIPPS LLP
18 Attorney for Plaintiffs Gillespie, Woolard, Zurcher,
19 Quinn, Hughes, Mar, Feledy

20 DATED: April , 2008

21
22 By:

23 PATRICK J. MANSARDT, ESQ.
24 Attorney for Plaintiffs Schiff, Bruneman, Osuna,
25 Leonard-Meixner

26 DATED: April , 2008

27 By:

28 RDLF FINANCIAL SERVICES LLC

1 DATED: April , 2008

2
3 By: _____
4 RD LEGAL FUNDING PARTNERS LP

5
6 DATED: April , 2008

7
8
9 By: _____
10 ONE BUNKER HILL LAW LLC

11
12 IT IS SO ORDERED.

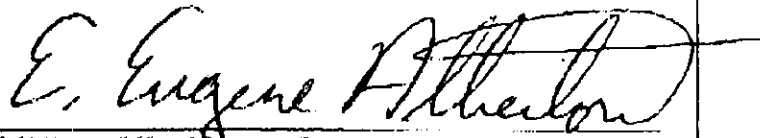
13
14 _____
15 United States District Court Judge

16
17
18 301036665.1


1 DATED: April , 2008

2
3 By: _____
4 MICHAEL J. LEON GUERRERO, ESQ.
5 Attorney for City and County of San Francisco
6

7 DATED: April ²⁹ 2008

8
9 By: 
10 GENE ATHERTON, ESQ.
11 Attorney for Plaintiff Sullivan
12

13 DATED: April , 2008

14
15 By: 
16 GERALD M. MURPHY, ESQ.
17 LUCE, FORWARD, HAMILTON & SCRIPPS LLP
18 Attorney for Plaintiffs Gillespie, Woolard, Zurcher,
19 Quinn, Hughes, Mar, Feledy
20

21 DATED: April , 2008

22 By: _____
23 PATRICK J. MANSHARDT, ESQ.
24 Attorney for Plaintiffs Schiff, Bruneman, Osuna,
25 Leonard-Meixner
26

27 DATED: April , 2008

28 By: _____
RDLF FINANCIAL SERVICES LLC


1 DATED: April , 2008

2
3 By: _____
4 MICHAEL J. LEON GUERRERO, ESQ.,
5 Attorney for City and County of San Francisco
6

7 DATED: April , 2008

8
9 By: _____
10 GENE ATHERTON, ESQ.
11 Attorney for Plaintiff Sullivan
12

13 DATED: April , 2008

14
15 By:  _____
16 GERALD M. MURPHY, ESQ.
17 LUCE, FORWARD, HAMILTON & SCRIPPS LLP
18 Attorney for Plaintiffs Gillespie, Woolard, Zurcher,
19 Quinn, Hughes, Mar, Feledy
20

21 DATED: April 29, 2008

22 By:  _____
23 PATRICK J. MANSHARDT, ESQ.
24 Attorney for Plaintiffs Schiff, Bruneman, Osuna,
25 Leonard-Meixner
26

27 DATED: April , 2008

28 By: _____
RDLF FINANCIAL SERVICES LLC

1 DATED: April , 2008
2
3

4 By: _____
MICHAEL J. LEON GUERRERO, ESQ.,
Attorney for City and County of San Francisco
5
6

7 DATED: April , 2008
8
9

10 By: _____
CENE ATHERTON, ESQ.
Attorney for Plaintiff Sullivan
11
12

13 DATED: April , 2008
14

15 By: _____
GERALD M. MURPHY, ESQ.
LUCE, FORWARD, HAMILTON & SCRIPPS LLP
Attorney for Plaintiffs Gillespie, Woolard, Zurcher,
Quinn, Hughes, Mar, Feledy
16
17
18

19 DATED: April , 2008
20
21

22 By: _____
PATRICK J. MANSHARDT, ESQ.
Attorney for Plaintiffs Schiff, Bruneman, Osuna,
Leonard-Meixner
23

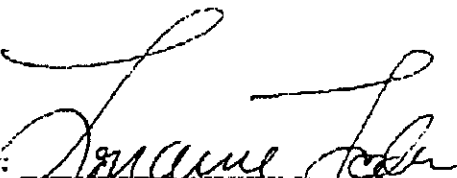
24 DATED: April , 2008
25

26 By:  _____
RDLF FINANCIAL SERVICES LLC
27
28

1 DATED: April , 2008

2
3 By: _____
4 RD LEGAL FUNDING PARTNERS LP

5
6 DATED: April 29, 2008

7
8 By:  _____
9 ONE BUNKER HILL LAW LLC
10 Member/Manager

11
12 IT IS SO ORDERED.

13
14 _____
15 United States District Court Judge

16
17
18 301036665.1

1 DATED: April , 2008

2
3 By:

4 RD LEGAL FUNDING PARTNERS LP

5
6 DATED: April , 2008

7
8
9 By:

10 ONE BUNKER HILL LAW LLC

11
12 **IT IS SO ORDERED.** Additionally, in light of the above stipulation, defendant City and County
13 of San Francisco's Motion to Deposit Settlement Check with the Court is hereby DENIED
as moot.

14 Dated: May 6, 2008

15 *Mafine M. Cheney*
United States District Court Judge

16
17
18 30:036665.1

EXHIBIT 1

ESCROW AGREEMENT

This Escrow Agreement ("**Agreement**"), dated as of April __, 2008, is entered into by and among Plaintiffs Narda Gillespie, Donald Woolard, Michael Zurcher, Dennis Quinn, Michael Hughes, Greg Mar and Tom Feledy (hereinafter "**Feledy Group Plaintiffs**"), Plaintiff Mark Sullivan ("**Sullivan**"), Plaintiffs Frederick Schiff, Kurt Bruneman, Mark Osuna, Donna Leonard-Meixner (hereinafter "**Schiff Group Plaintiffs**"), Patrick Manshardt ("**Manshardt**"), and Fidelity National Title Insurance as escrow agent ("**Escrow Agent**"). (Collectively, the Feledy Group Plaintiffs, Sullivan, and Schiff Group Plaintiffs, Manshardt will be referred to as the "**Plaintiffs**".)

R E C I T A L S:

WHEREAS, Plaintiffs and the City and County of San Francisco ("**City**") have reached a Settlement Agreement and Release ("**Settlement Agreement**") in the lawsuits entitled *Gillespie et al. v. City and County of San Francisco*, United States District Court for the Northern District of California Case No. C-04-2261-MMC; *Frederick Schiff v. City and County of San Francisco*, United States District Court for the Northern District of California Case No. C-03-4345-MMC; *Mark Osuna v. City and County of San Francisco*, United States District Court for the Northern District of California Case No. C-04-2262-MMC (the "**Lawsuits**"), in which the City has agreed to pay the sum of One Million Five Hundred Eight Five Thousand Two Hundred Fifty Eight Dollars (\$1,585,258.00) in settlement of the Lawsuits ("**Settlement Amount**"), which amount is to be submitted to Escrow Agent until such time as the Settlement Amount is distributed as provided below.

WHEREAS, Manshardt has encumbered the Settlement Amount with assignment/liens filed by RD Legal Funding Partners, LP, RDLF Financial Services, LLC and One Bunker Hill Law, LLC (the "**Lien Holders**"), as follows:

RD Legal Funding Partners, LP. :	\$34,038.13
RDLF Financial Services, LLC:	\$317,477.03
One Bunker Hill Law, LLC	\$69,147.21

WHEREAS, Manshardt confirms that the Lien Holders, as defined above, are the only creditors to which he has encumbered the Settlement Amount;

WHEREAS, the Lien Holders confirm that the above-stated outstanding balances on their liens and assignments are correct;

WHEREAS, the United States District Court has executed the Parties Stipulation and Order ("**Stipulation and Order**"), requiring that Manshardt endorse the \$1,585,258.00 settlement check and that the City deliver said endorsed check to the Escrow Agent;

WHEREAS, Manshardt agrees to pay the Lien Holders and release from the Settlement Amount deposited into escrow, the amount indicated above out of his portion of the Settlement Amount, defined below;

WHEREAS, the Lien Holders agree to immediately void, cancel, and extinguish the outstanding assignments/liens against the City upon the Lien Holders signing this Agreement, including the prompt execution of all documents necessary to accomplish said cancellation;

A G R E E M E N T:

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment of Escrow Agent. The Feledy Group Plaintiffs, Sullivan, Schiff Group Plaintiffs, and Manhardt hereby appoint Escrow Agent to act as escrow agent hereunder, and Escrow Agent hereby accepts such appointment and agrees to act as escrow agent and to hold, safeguard and disburse the Escrow Fund (as defined below) pursuant to the terms and conditions hereof.

2. Escrow of Funds. Immediately upon the Court's Execution of the Stipulation and Order for the Lawsuits, Manhardt shall endorse the One Million Five Hundred Eight Five Thousand Two Hundred Fifty Eight Dollars (\$1,585,258.00) ("**Settlement Check**"). Pursuant to the Stipulation and Order, the City shall deliver the fully-endorsed Settlement Check to the Escrow Agent, which the Escrow Agent shall deposit ("**Escrow Funds**"). Upon receipt by Escrow Agent, Escrow Agent shall hold the Escrow Funds in escrow for the benefit of the Feledy Group Plaintiffs, Sullivan, the Schiff Group Plaintiffs, the Lien Holders and Manhardt in accordance with this Agreement. This Agreement shall not become effective until the Escrow Agent receives the Escrow Funds.

3. Lien Holders

The parties will deliver to the Escrow Agent a fully-executed Stipulation and Order setting forth the amount of the Lien Holders claims. Lien Holders shall be paid by the Escrow Agent from the Escrow Funds in accordance with said Stipulation and Order.

4. Disbursements.

Following receipt by Escrow Agent of the fully-executed Stipulation and Order, and pursuant to these joint instructions from the parties governing the distribution of the proceeds (collectively "**Direction Notice**"), the Escrow Funds shall be disbursed as follows:

a. The sum of \$700,000.00 payable to the Trust Account of Luce, Forward, Hamilton & Scripps, LLP, representing the portion of the settlement allocated to Plaintiffs Thomas Feledy, Narda Gillespie, Donald Woolard, Michael Zurcher, Dennis Quinn, Michael Hughes, and Greg Mar;

b. The sum of \$85,258.00 payable to Gene Atherton, Esq., Pursley Law Firm, Trust Account, representing the portion of the settlement allocated to Plaintiff Mark Sullivan;

c. The sum of \$317,477.03 payable to RDLF Financial Services, LLC;

d. The sum of 34,038.13 payable to RD Legal Funding Partners, LP;

- e. The sum of \$69147.21 payable to One Bunker Hill Law, LLC;
- f. The escrow fees in the amount of \$1,000 to Fidelity Title Company;
- g. The sum of \$200,000.00 payable to Frederick Schiff;
- h. The sum of \$50,000.00 payable to Mark Osuna;
- i. The sum of \$50,000.00 payable to Kurt Bruneman;
- j. The sum of \$50,000.00 payable to Donna Meixner;
- k. The remaining funds shall be payable to Patrick Manshardt, representing the remaining attorneys fees earned by Manshardt.

5. Escrow Fees. Escrow fees of \$1,000 shall be borne solely by Manshardt.

6. Hold Harmless and Waiver. The Plaintiffs, their counsel, and Lien Holders agree to hold the City harmless for any damage or claim relating to its actions, including but not limited to its action in delivering the fully-executed settlement check to the Escrow Agent, agree to waive any and all claims or potential claims against the City, and agree not sue or initiate any action or proceeding against the City if the Settlement Amount is deposited with the Escrow Agent pursuant to the terms of this Agreement.

7. Notices. All notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be deemed to have been given when hand delivered, when received if sent by facsimile or email or by same day or overnight recognized commercial courier service or three business days after being mailed in any general or branch office of the United States Postal Service, enclosed in a registered or certified postpaid envelope, addressed to the address of the parties stated below or to such changed address as such party may have fixed by notice:

If to the Feledy Group Plaintiffs:
Gerald M. Murphy, Esq.
Luce, Forward, Hamilton & Scripps LLP
121 Spear Street, Suite 200
San Francisco, CA 94105

If to Mark Sullivan:
Gene Atherton, Esq.
Pursley, Rush & Wesley, LLP
1760 Creekside Oaks Dr., Suite 190
Sacramento, CA 95833

If to Manshardt or Schiff Group Plaintiffs:
Patrick J. Manshardt, Esq.
Attorney at Law

One Bunker Hill Building
601 West Fifth Street, Eighth Floor
Los Angeles, CA 90071

If to Escrow Agent:
Fidelity National Title Insurance Company
50 California Street, Suite 3550
San Francisco, CA 94111

If to RDLF Financial Services, LLC or RD Legal Funding Partners, LP
Attn: Manager Roni Dersovitz
RD Legal Funding, LLC
One Engle Street
Englewood, NJ 07631

If to One Bunker Hill Law, LLC
Attn: Manager Lorraine L. Loder
One Bunker Hill, 8th Floor
601 West Fifth Street
Los Angeles, CA 90071-2094

8. Jurisdiction; Service of Process. Any action, suit, contest, litigation or similar proceeding (a “**Proceeding**”) relating to this Agreement or the enforcement of any provision of this Agreement may be brought or otherwise commenced only in Superior Court for the City and County of San Francisco, State of California. Each party to this Agreement: (a) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in the City and County of San Francisco, State of California (and each appellate court located in the City and County of San Francisco, State of California) in connection with any such Proceeding; (b) agrees that each state located in the City and County of San Francisco, State of California shall be deemed to be a convenient forum; and (c) agrees not to assert (by way of motion, as a defense or otherwise), in any such Proceeding commenced in any state or federal court located in the City and County of San Francisco, State of California, any claim that such party is not subject personally to the jurisdiction of such court, that such Proceeding has been brought in an inconvenient forum, that the venue of such Proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

9. Execution of Agreement. This Agreement may be executed in one or more counterparts each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or PDF shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or PDF shall be deemed to be their original signatures for any purposes whatsoever.

10. Section Headings, Construction. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

11. Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

12. Entire Agreement and Modification. This Agreement supersedes all prior agreements among the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by all parties and Escrow Agent.

13. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of California, USA, without regard to the conflict of laws rules thereof.

14. Miscellaneous.

(a) *Authority.* Each party hereto hereby represents and warrants to the other parties that the execution and delivery by such party of this Agreement, and the performance by such party of its obligations hereunder, have been duly and validly authorized by such party, with no other action on the part of such party being necessary. This Agreement has been duly and validly executed and delivered by such party and constitutes a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms.

(b) *Further Assurances.* Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

*** Signatures Appear on the Next Page***

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

Gerald M. Murphy (Attorney for Feledy Group Plaintiffs)

Gene Atherton (Attorney for Mark Sullivan)

Patrick Manshardt (Attorney for Schiff Group Plaintiffs)

**ESCROW AGENT:
Fidelity National Title**

By: _____

Name:

Title:

RDLF Financial Services LLC

By: _____

Name:

Title:

RD Legal Funding Partners LP

By: _____

Name:

Title:

One Bunker Hill Law LLC

By: _____

Name: Lorraine Loder, Esq.

Title: Member/Manager

Approved as to Form:

Gerald M. Murphy, Esq.
Attorney for the Feledy Group Plaintiffs

Gene Atherton, Esq.
Attorney for Mark Sullivan

Patrick J. Manshardt, Esq.
Attorney for Schiff Group Plaintiffs

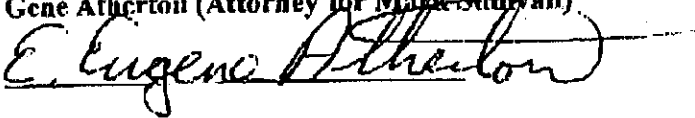
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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

Gerald M. Murphy (Attorney for Feledy Group Plaintiffs)



Gene Atherton (Attorney for Mark Sullivan)



Patrick Manshardt (Attorney for Schiff Group Plaintiffs)

ESCROW AGENT:
Fidelity National Title

By: _____
Name:
Title:

RDLE Financial Services I.J.C

By: _____
Name:
Title:

RD Legal Funding Partners LP

By: _____
Name:
Title:

One Bunker Hill Law LLC

By: _____
Name: Lorraine Loder, Esq.
Title: Member/Manager

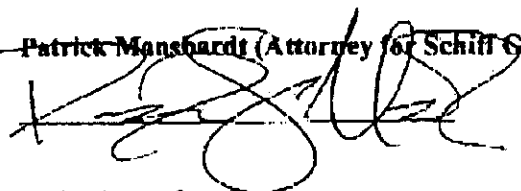
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

Gerald M. Murphy (Attorney for Feledy Group Plaintiffs)



Gene Atberton (Attorney for Mark Sullivan)

~~Patrick Manshardt (Attorney for Schiff Group Plaintiffs)~~



ESCROW AGENT
Fidelity National Title

By: _____

Name:

Title:

RDLE Financial Services LLC

By: _____

Name:

Title:

RD Legal Fundlog Partners LP

By: _____

Name:

Title:

One Bunker Hill Law LLC

By: _____

Name: Lorraine Loder, Esq.

Title: Member/Manager

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

Gerald M. Murphy (Attorney for Feledy Group Plaintiffs)

Gene Atherton (Attorney for Mark Sullivan)

Patrick Manshardt (Attorney for Schiff Group Plaintiffs)

ESCROW AGENT:
Fidelity National Title

By: _____
Name:
Title:

RDLF Financial Services LLC

By: _____
Name: *Foni Dersovitz*
Title: *Manager*

RD Legal Funding Partners LP

By: _____
Name: *Rep: Dersovitz*
Title: _____

One Bunker Hill Law LLC

By: _____
Name: *Lorraine Loder, Esq.*
Title: *Member/Manager*

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

Gerald M. Murphy (Attorney for Feledy Group Plaintiffs)

Gene Atherton (Attorney for Mark Sullivan)

Patrick Manshardt (Attorney for Schiff Group Plaintiffs)

ESCROW AGENT:
Fidelity National Title

By: _____
Name:
Title:

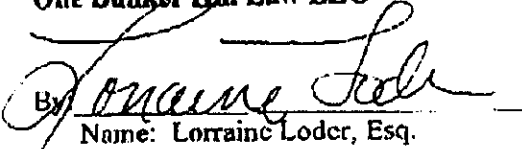
RDL Financial Services LLC

By: _____
Name:
Title:

RD Legal Funding Partners LP

By: _____
Name:
Title:

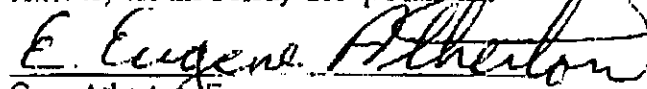
One Bunker Hill Law LLC

By:  _____
Name: Lorraine Loder, Esq.
Title: Member/Manager

Approved as to Form:


Gerald M. Murphy, Esq.

Attorney for the Feledy Group Plaintiffs


Gene Atherton, Esq.

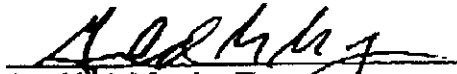
Attorney for Mark Sullivan

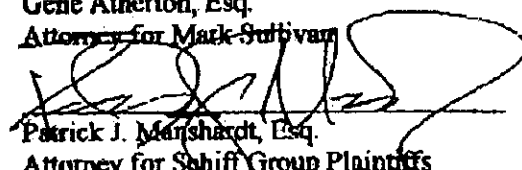
Patrick J. Manshardt, Esq.

Attorney for Schiff Group Plaintiffs

301036635.1

Approved as to Form:


Gerald M. Murphy, Esq.
Attorney for the Feledy Group Plaintiffs

Gene Atherton, Esq.
Attorney for Mark Sullivan

Patrick J. Marshardt, Esq.
Attorney for Schiff Group Plaintiffs

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